

clearly become the standard rent. It was never the intention of the legislature to allow of two standard rents for the same premises and such an interpretation, as I see it, would make a mockery of the law which is aimed at helping tenants and not creating anomalies or absurdities. Although the Board would appear to have no powers of apportionment, I can see no difficulty confronting its members (provided always that the previous Rent Board was a responsible body) in ascertaining what is a fair and reasonable rent for the applicant to pay and in reaching this figure the Board will no doubt keep in mind the standard rent of the whole premises.

I find therefore, that the standard rent of the whole of the premises situated at No. 27, Eng Hoon Street is \$150 per month and that the rent paid by the applicant is merely current rent. Under section 9(1) (b) of the Ordinance, the Board has powers to fix such rent in accordance with what seems to be equitable and I direct that these proceedings should be remitted to the Board and that action should be taken accordingly. The applicant will be awarded costs of this application.

Order accordingly.

Re S. E. MENAHEM.

[Orig. Civ. Juris. (Sir Charles Murray-Aynsley, C.J.)
March 21, 1952]

[Singapore — Bankruptcy No. 159 of 1951]

*Bankruptcy Ordinance (Cap. 45) s. 3(1)(i) —
Judgment for costs — Bankruptcy petition.*

In this case the debtor brought an action in contract against the petitioning creditor. This action was unsuccessful and judgment was given in favour of the petitioning creditor with costs. These costs were taxed and were not paid. The petitioning creditor sought to make the debtor bankrupt.

Held, that a judgment for costs only would support a bankruptcy petition.*

Cases referred to:—

- (1) *Re Leo Hoon Hong* (1951) M.L.J. 222 dissented from.
- (2) *Ex parte Moore* (1885), 14 Q.B.D. 627.
- (3) *In re Alexander* (1892) 1 Q.B. 216.

Cur. Adv. Vult.

Sir Charles Murray-Aynsley, C.J.: — In this case the debtor brought an action in contract

against the petitioning creditor. This action was unsuccessful and judgment was given in favour of the petitioning creditor with costs. These costs were taxed and were not paid. The petitioning creditor now seeks to make the debtor bankrupt.

At the hearing counsel for the petitioning creditor called my attention to a recent case in the Federation from Malacca reported in (1951) M.L.J. 222⁽¹⁾, in which it was held that a judgment for costs was not a final judgment within section 3(1) (i) of the Bankruptcy Ordinance.

Our Ordinance in this matter follows the English Act of 1883. The difference between that Act and the present Act being the omission of the words "or order" after the word "judgment". The learned Judge did not quote any authority but after consulting English cases under the 1883 Act I find ample authority for the proposition that a judgment for costs only would support a bankruptcy petition. (See *Ex Moore*⁽²⁾, *In re Alexander*⁽³⁾). The cases to the contrary were those in which the liability to pay costs did not arise from a judgment.

Order accordingly.

PUBLIC PROSECUTOR v. GAN LOH.

[App. Crim. Juris. (Wilson, J.) May 19, 1952]

[Selangor — Criminal Appeal No. 17 of 1952]

*Emergency (Rubber Control) Regulations, 1949,
Regulation 5(2) — Prosecution for an offence under
the Regulation — Proof of possession.*

In a prosecution for an offence under the Emergency (Rubber Control) Regulations it is not necessary to prove that the accused person had actual possession of the rubber. It is sufficient to prove that he had potential physical control of the rubber.

Cases referred to:—

- (1) *Chong Kon Lip v. Public Prosecutor* (1946) M.L.J. 165.
- (2) *Tan Shu En & Anor. v. Public Prosecutor* (1948) M.L.J. 196.

CRIMINAL APPEAL.

D. M. K. Grant (D.P.P.) for the appellant.

M. Edgar for the respondent.

The facts appear sufficiently from the judgment.

Cur. Adv. Vult.

Wilson, J.: — The respondent was charged with being in unlawful possession of rubber. At the close of the case for the prosecution, the learned

* See the judgment of Murray-Aynsley, J. (as he then was) in *Re Looi Guan Kway* (1941) M.L.J. 223 where the learned Judge in somewhat similar circumstances held that the matter was covered by s. 237 of the Civil Procedure Code (Cap. 7) and 1932 Rule No. 4, sub-rr. 39 and 70. — *Ed. M.L.J.*